



Burlington City Council Meeting

February 3, 2015

Municipal Building Council Chamber

7:00 p.m.

CALL TO ORDER: Mayor Ronnie Wall

INVOCATION: Councilmember Bob Ward

APPROVAL OF MINUTES: January 20, 2015 – City Council Meeting

CODE OF ETHICS–DISCLOSING CONFLICTS OF INTEREST: City Clerk Renee Ward

ADOPTION OF AGENDA

CONSENT AGENDA:

ITEM 1:

- A.** To approve a request from St. Mark's Church to hold a baptism at Lake Cammack Marina. The date of service will be August 30, 2015, from 2:00pm until 7:00pm. Permission is also required from the North Carolina Department of Environment and Natural Resources (NCDENR) – Public Water Supply Section. The petitioner will be required to provide lifeguards. Approval is conditional upon meeting insurance requirements.
- B.** To appoint Mr. Patrick Mills to the Burlington Housing Authority to fulfill the unexpired term of Mr. Van Poteat, expiring on June 30, 2016.
- C.** To set a date of public hearing on February 17, 2015, for citizens to comment on the Area Housing and Neighborhood Improvement needs and propose activities for the Fiscal Year 2015-16 Community Development Program.
- D.** To adopt ordinances requiring the demolition of buildings on the properties located at 417 North Main Street and 1740 West Davis Street.
- E.** To approve revised North Carolina Department of Transportation Municipal Maintenance Agreements (Schedules A, C and D) removing the E-verify compliance provision at the request of NCDOT per recent legislation.
- F.** To approve a Notice of Intent to adopt a resolution to amend the lease with Clear Water Wireless, LLC for city-owned surplus real property located at 1108 Race Street.

PUBLIC COMMENT PERIOD

CITY COUNCIL COMMENTS

ADJOURN



**MINUTES OF THE CITY OF BURLINGTON
CITY COUNCIL MEETING
JANUARY 20, 2015**

The City Council of the City of Burlington held a regularly scheduled meeting in the Council Chamber, Municipal Building, 425 South Lexington Avenue, Burlington, N. C., 27216-1358, on January 20, 2015, at 7:00 p.m.

Mayor Ronnie K. Wall presided

Councilmembers Present: Mayor Ronnie Wall, Mayor Pro Tem Celo Faucette
Councilmembers Robert Ward, James Butler and Kathy Hykes

Councilmembers Absent: None

City Manager: Harold Owen, Present

City Attorney: David Huffman, Present

City Clerk: Renee M. Ward, Present

CALL TO ORDER: Mayor Ronnie Wall

INVOCATION: Mayor Pro Tem Celo Faucette

Mayor wall recognized Scouts from Troop 17 and Scout Master Hal Bates:



APPROVAL OF MINUTES:

- January 5, 2015 – Work Session
- January 6, 2015 – City Council Meeting

Upon motion by Councilmember Ward, seconded by Councilmember Ward, it was resolved unanimously to approve the above listed minutes.

CODE OF ETHICS–DISCLOSING CONFLICTS OF INTEREST: City Clerk Renee Ward

There were no conflicts of interest reported.

ADOPTION OF AGENDA

Upon motion by Mayor Pro Tem Faucette, seconded by Councilmember Hykes, it was resolved unanimously to adopt the agenda.

CONSENT AGENDA:

ITEM 1:

- A.** To approve waiving bulk collection fees for the period of Monday, March 2, 2015, through Friday, May 1, 2015.
- B.** To appoint Mr. Michael Graves to the Housing Authority to fulfill the unexpired term of Reverend Dray Bland, expiring on June 30, 2017.
- C.** Budget Amendment 2015-48 – Police – Donation

BA2015-48

Increase Revenues:

010-33109-0000	Donations – Miscellaneous	\$ 3,000
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Increase Expenditures:

010-51517-3300	Departmental Supplies	\$ 3,000
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Upon motion by Councilmember Butler, seconded by Councilmember Ward, it was resolved unanimously to approve the foregoing consent agenda.

UNFINISHED BUSINESS:

ITEM 2: MUNICIPAL VEHICLE TAX – PUBLIC TRANSPORTATION

Mayor Wall announced that the City Council would consider adopting an ordinance creating and levying a Municipal Vehicle Tax for Public Transportation in the City of Burlington, pursuant to NC General Statute 20-97(c).

Attorney Charles Bateman stated that a public hearing was held at the December 16, 2014, Council meeting and that Council had voted to continue discussions of a proposed vehicle tax. He stated that the proposal was to levy a \$5.00 motor vehicle tax specifically earmarked for public transportation and if adopted, the fee could only be used for public transportation per State Statute. He stated that if the vehicle tax was adopted first, then there would not be any question that it could be used for other funds, if you fund public transportation from the General Fund and later adopted the municipal vehicle tax, earmarked for transportation, it would have to be additional funding. He stated that it was important to remember that you could not replace General Fund fundings. Mr. Bateman stated that the City Manager had research prepared that indicated the number of cities throughout the state that had earmarked vehicle taxes for public transportation.

Councilmember Ward stated that he had received information requested of the City Manager and was continuing to review that information and still had questions. He asked Council to consider delaying consideration of a vehicle tax until the March 3, 2015, Council meeting. He also asked that Council have discussions at the March work session before the formal Council meeting.

Councilmember Butler asked if there were any actions that needed to be taken on behalf of the federal transit authority that would require any expenditures between now and the March 3, 2015, Council meeting.

City Manager Owen stated there was not and that staff was still in the process of working with the federal government.

Upon motion by Councilmember Ward, seconded by Mayor Pro Tem Faucette, it was resolved unanimously to continue discussions at the March 2, 2015, work session and to consider a vehicle tax at the March 3, 2015, City Council meeting.

PUBLIC HEARING:

ITEM 3: RECEIVE CITIZEN COMMENTS – 2015-2020 FIVE-YEAR CONSOLIDATION PLAN – COMMUNITY DEVELOPMENT BLOCK GRANT

Mayor Wall announced that a public hearing had been scheduled to receive citizen comments on Area Housing and Neighborhood Improvement needs to develop the 2015-2020 Five-Year Consolidation Plan for the Community Development Block Grant Program.

Community Development Administrator Shawna Tillery stated that the City was in the process of developing a five-year plan that would continue the use of the CDBG and HOME funds over the next five years. She stated that as part of that public participation process a public hearing was required.

The public hearing was held and the following persons spoke:

Ms. M.J. Wilkerson, Director of Alamance County Public Libraries, thanked Council for their support of North Park Library. She stated that the library received new carpet, paint and ceiling.

Mr. Kep Paylor, North Carolina Home Builders Association, representing the construction training partnership through the NC Housing Finance Agency, stated that the program would provide job training for low-income economically disadvantaged citizens in construction trades, weatherization, carpentry, green building, safety and work ethics. He asked for the City's continued support.

Mr. George Hill, 236 Highland Avenue, president of South Beverly Hills Community, stated concerns with his neighborhood and surrounding neighborhoods in reference to deterioration of homes, trash cans being left at the streets for days, empty strip malls and boarding houses. He asked Council to take notice and help these communities.

Upon motion by Councilmember Butler, seconded by Councilmember Ward, it was resolved unanimously to close the public hearing.

No action was needed.

NEW BUSINESS:

ITEM 4: STREET CLOSING – TASTE OF ALAMANCE – UNITED WAY FUNDRAISER

Mayor Wall announced that the City Council would consider temporarily closing Front Street from Spring Street to Lexington Avenue on April 20, 2015, from 2:00pm to 8:30pm for the United Way's fundraising event, Taste of Alamance, conditional upon meeting all requirements of the City of Burlington's Special Events Policy.

Ms. Heidi Norwick, President, United Way of Alamance County, stated that United Way was planning a fundraiser event; Taste of Alamance, to be held on the streets of Burlington. She stated that last year the event had 550 participants. Ms. Norwick asked that a portion of Front Street to be closed for this event. She stated that the money raised from this event would support over 30 non-profits in the community as well as 65,000 citizens across Alamance County through designated funds and programs. Ms. Norwick commended City Staff for working with them on the City's Special Events Application.

Upon motion by Mayor Pro Tem Faucette, seconded by Councilmember Hykes, it was resolved unanimously to approve the street closing on April 20, 2015, from 2:00pm to 8:30pm and that all requirements are met as stated in the Special Events application.

ITEM 5: IMPACT ALAMANCE – SPLASH PARK

Mayor Wall announced that City Council would consider a partnership with Impact Alamance for a project to construct a Splash Park.

City Manager Harold Owen stated that, at the last work session, a presentation was made by members of Impact Alamance proposing a Splash Park. He stated the following night Council had asked for additional information from staff. He stated that Project Impact Alamance had offered \$500,000 towards this project and in order to make it a successful project, in terms of City investments, total projected operational cost for an 18-week summer program would be approximately \$350,000 capital investment.

Mayor Pro Tem Faucette stated he would like to see something of this nature placed in the area of North Park in the future.

Upon motion by Mayor Pro Tem Faucette, seconded by Councilmember Ward, it was resolved unanimously to approve a partnership with Impact Alamance to construct a Splash Park.

ITEM 6: GENERAL OBLIGATION REFUNDING BOND, SERIES 2015

Mayor Wall announced that the City Council would consider adopting a resolution providing the sale and issuance of the City of Burlington's General Obligation Refunding Bond, Series 2015, in the amount of \$4,047,000.00, authorize the Mayor, Director of Finance, and the City Clerk to sign the financing documents and to approve Budget Amendment 2015-46 – General Obligation 2015 Refunding Series.

BA2015-46 **General Fund**

Increase Revenues:

010-38390-0015	Trans. From Cap. Res. Fund	\$2,140,000
015-39398-0000	Appropriated Fund Balance	2,140,000

Increase Expenditures:

015-70700-9100	Operating Trans. Out	\$2,140,000
010-66660-8100	Bond Principal	2,140,000

Finance/Risk Management Director Peggy Reece stated that the interest rate was being reduced from slightly over 4% to 1.05% thus saving the City approximately \$300,000 with the refinancing and partial pay down of the General Obligation Refunding Bond.

Upon motion by Councilmember Butler, seconded by Councilmember Ward, it was resolved unanimously to adopt the resolution and approve Budget Amendment 2015-46.

ITEM 7: GOVERNOR'S CRIME COMMISSION GRANT – HUMAN TRAFFICKING

Mayor Wall announced that the City Council would consider supporting a Governor's Crime Commission Grant for investigations and prosecutions in matters of human trafficking.

Police Chief Jeff Smythe gave the following presentation on human trafficking:

What is Human Trafficking?

Human trafficking is defined as the recruitment, harboring, transportation, provision, or obtaining of a person for one of three purposes:

- Labor or services - through the use of force, fraud, or coercion for the purposes of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- A commercial sex act - through the use of force, fraud, or coercion.
- Any commercial sex act - if the person is under 18 years of age, regardless of whether any form of coercion is involved.

The Trafficking Victims Protection Act of 2000

National Trends



- 2,740 cases identified as Sex Trafficking.
- 634 cases identified as Labor Trafficking.
- 138 cases identified as containing elements of both Sex and Labor Trafficking.
- 328 cases were not specified.

Investigative Concerns:

- Burlington/Alamance County is a prime location because it is right on the I-85/40 corridor.
- Education. What do we need to look for?
 - *Community Awareness*

- *Patrol Awareness*
- *CID Expertise & Focus*
 - *Time*
 - *Resources*
- Willingness of victim to report? This is not a victimless Crime!
- Prosecution of cases – DA’s office seeking a companion grant for prosecutor position.
- Current cases exist in Alamance County that have been investigated by BPD

Grant Budget:

\$100,000 per year for two years.

Year One (July 2015 – June 2016)

- Officer Salary and benefits - \$53,200
- Equipment - Cell phone, computer, hotspot, radio - \$8,800
- Patrol uniforms and duty gear - \$11,000
 - Detective Vehicle - \$21,000
 - Training - \$6,000.

Year Two (July 2016 – June 2017)

- Officer Salary, benefits- \$55,900
- Equipment- Cell Phone, Hotspot, radio access fee - \$1,700
- Covert LPR Camera System - \$20,000
- 7 Fixed Surveillance Cameras- \$17,400
- 3 Mobile tracking device - \$2,400
- Investigative software (1 user) - \$2,600 (per year)

Year Three (July 2017)

- Maintain Coalition and Detective Assignment

District Attorney Pat Nadalski stated that this was a joint project and that human trafficking was a major problem and the second largest crime in North Carolina. He stated that this had been around forever, but was now getting the attention it deserved. He stated that these are complicated cases and officers needed education and training to be able to better prosecute and investigate these crimes.

Upon motion by Councilmember Hykes, seconded by Councilmember Butler, it was resolved unanimously to approve the Memorandum of Understanding supporting the Governor’s Crime Commission Grant.

ITEM 8: CHANGE ORDER NO.2 – PHASE 2 – 42-INCH HAW RIVER INTERCEPTOR REPLACEMENT

Mayor Wall announced that the City Council would consider Change Order No. 2 adding the cost for the 42-inch Haw River Interceptor replacement Phase 2A, in the amount of

\$2,661,473.00, and 150 calendar days to the contract with Park Construction of NC, Inc., and to approve Budget Amendment 2015-47.

BA2015-47

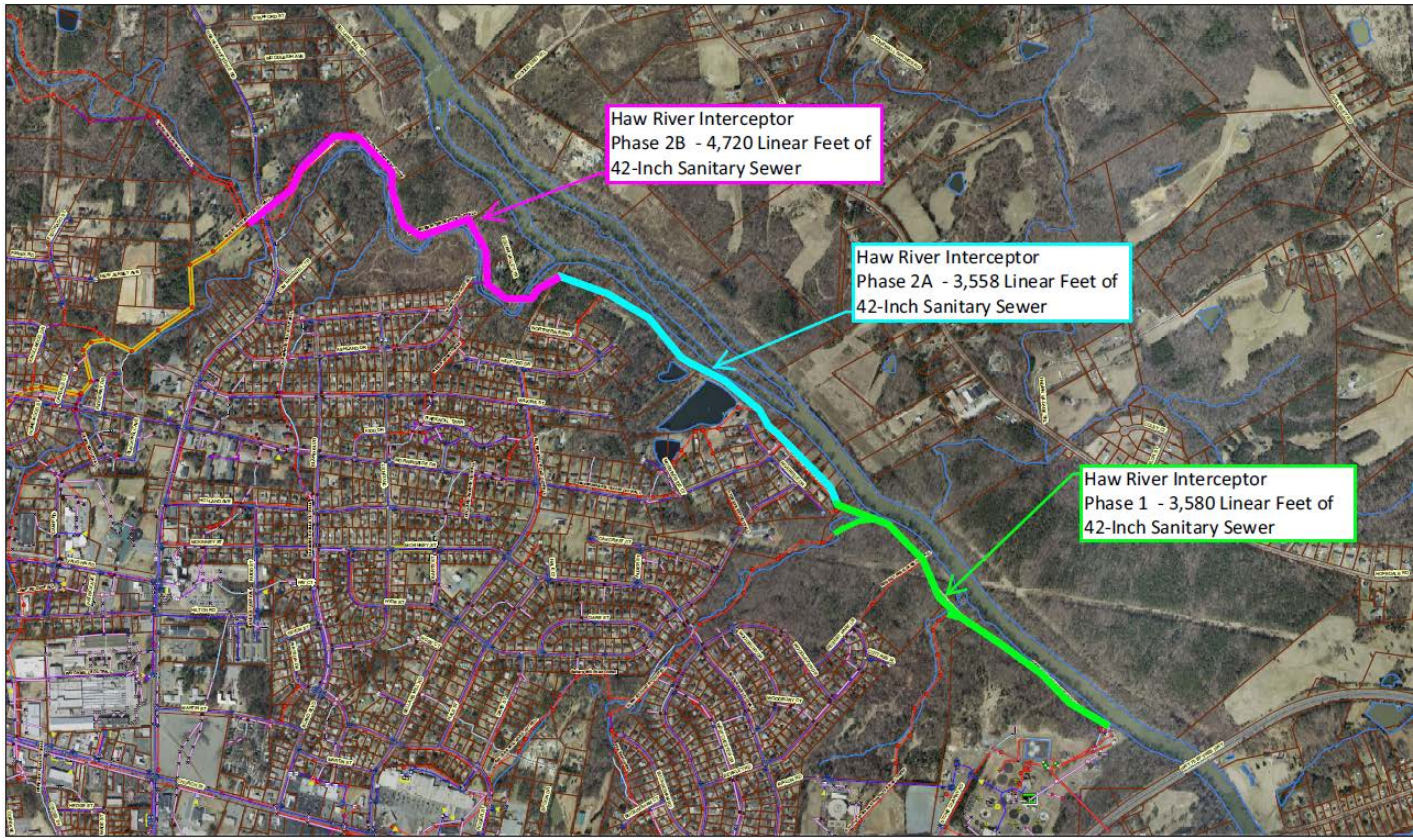
Increase Revenues:

030-39398-0000	Appropriated Fund Balance	\$2,661,473
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Increase Expenditures:

030-75705-7500	Construction in Progress	\$2,661,473
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Water Resources Director Bob Patterson gave the following presentation of the work that had been completed on the Haw River 42-inch interceptor and additional work needed:



Mr. Patterson stated that the green highlighted area was the portion of the line that was currently under contract with Park Construction who was installing 3,580 linear feet of line beginning in November, 2014, and should be completed by the end of January, 2015.



The pictures above show the magnitude of the pipe and one tractor trailer carrying eight sections of pipe.



As part of this project, temporary by-pass pumping was set up to continue the flow while the replacement of pipes was being constructed. He stated that half of the City flowed through this line.



Mr. Patterson stated that the pipes had to cross under the flood wall at the treatment plant to tie into the existing treatment facility. (18 feet deep)



These pictures show the installation of new pipe and new manholes.

Mr. Patterson asked Council to consider a change order to the contract to extend the contract in order to replace additional pipe, Phase 2A, highlighted in blue consisting of 3,558 linear feet. He stated the estimated cost was \$2.6 million and if approved construction could begin this spring with completion in the fall.

Mr. Patterson stated the following:

- Contract with Park Construction provides provision to extend the contract 100% with the Contractor and City's mutual agreement.
- Park Construction's pricing for Phase 1 was very good (next lowest bid was approximately \$1.1 Million more for the same work) and Contractor is willing to extend pricing for Phase 2A.
- Contractor and City staff had worked in a collaborative effort on Phase 1 – expected to continue on Phase 2A.
- City Council is requested to approve Budget Amendment 2015-47 in the amount of \$2,661,473 and to approve Change Order 2 to the contract with Park Construction to add the Phase 2A work to the contract.
- Change Order 2 is for \$2,661,473.00 and would add 150 calendar days to the contract.

Mr. Patterson asked Council to approve the change order and Budget Amendment 2015-47.

Councilmember Butler asked that after Phase 2A what would be remaining to complete the entire project.

Mr. Patterson stated the magenta section that was a little over 4,000 feet and was currently under design by Alley, Williams, Carmen and King and did not have a cost estimate.

Upon motion by Councilmember Butler, seconded by Mayor Pro Tem Faucette, it was resolved unanimously to approve Change Order No. 2 and Budget Amendment 2015-47.

PUBLIC COMMENT PERIOD

There were no public comments.

CITY COUNCIL COMMENTS

Councilmember Butler stated how important public/private partnership was in reference to the Splash Park. He thanked staff and Impact Alamance for the work put into such an important project for the City.

Councilmember Hykes also commended Impact Alamance and stated it was an opportunity for the City and citizens to have fun.

Mayor Wall also commended Impact Alamance and stated he looked forward to the implementation of this project.

City Manager Owen stated that after having a discussion with the City's liability insurance agent, there would be no additional cost for the Splash Park.

ADJOURN:

Upon motion by Mayor Wall, seconded by Councilmember Ward, it was resolved unanimously to adjourn. (7:43pm)

Renee M. Ward

Renee M. Ward
City Clerk

CITY OF BURLINGTON
REQUEST FOR SPECIAL EVENTS AT CITY-OWNED LAKES

Name of Sponsor or Agency: St. Mark's Church

Address: 1230 St. Mark's Church Rd

Address:

City, State, Zip Burlington NC 27215

Phone: 336-584-8983 Fax: 336-584-4826

Contact Person: Tyler Thompson

Email address: tyler@exploresmc.org

Date(s) of Event: 8-30-15

Time (hours) of Event 2:00pm – 7:00pm

Description of Event: Immersion Baptism Service at the Marina at Lake
Cammack

Approximate Number of Participants: 100-150 participants, 300-400 onlookers

Is this type of event available elsewhere? No

Have alternative sites been considered? Yes

Why is an alternate site not feasible? We need a spacious place for a number of guests and also a lake area where we can be in 3-4 feet of water, but one where the bank does not have a severe slope for footing purposes. Immersion baptisms are safe but not easy to do when the slope of the lake or water depth is a challenge.

Will this event require suspension of normal activities on the lake? No

Is the sponsor covered by liability insurance? Yes

What is the amount of the policy? \$1,000,000

Name of insurance carrier: Hub International Southeast

Contact Name: Lori Allred Phone: 336-228-0541

Address: PO Box 939 Burlington NC 27216-0939

Policy number: S 2049902

Is City of Burlington named as an Additional Insured? Yes

Does this event require additional security, sanitation, emergency and medical services? Will use city lifeguards as per city regulations

Has the sponsor made arrangements for these services? We will make necessary arrangements.

Does the proposed event contribute to the public convenience and provide a public benefit?

Our baptisms are public events and prove to be life-transforming spiritual experiences for the participants and those who attend as onlookers. The benefit to our congregation is immeasurable.

Does the sponsor understand that the review and approval process may take as long as six (6) months? Yes

Signature:



Date: 1-14-15

Subject to approval of the event, sponsor or participants must pay all applicable City of Burlington user fees and charges.



STMARKS-04

JHAMBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1000009384 Hub International Southeast PO Box 939 Burlington, NC 27216	CONTACT NAME: Lori Allred	
	PHONE (A/C, No, Ext): (336) 228-0541	FAX (A/C, No): (336) 226-6772
	E-MAIL ADDRESS: lori.allred@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Company of America	12572
INSURED St Marks Church 1230 Saint Marks Church Rd Burlington, NC 27215	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

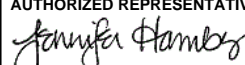
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		S 2049902	12/16/2014	12/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S 2049902	12/16/2014	12/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2049902	12/16/2014	12/16/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7986102	12/18/2014	12/18/2015	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Liability Insurance for an Annual Outdoor Immersion Baptism Service on August 30th, 2015 at Lake Cammack Marina, 4790 Union Ridge Road, Burlington, NC 27217. Commercial General Liability Additional Insured-City of Burlington, subject to the coverage provided by the referenced policy. 590-A220

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Bob Patterson-Water Resources P.O. Box 1358 Burlington, NC 27216-1358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MEMO

TO: City Council
Renee Ward
Harold Owen

FROM: Rachel Kelly

RE: Burlington Housing Authority Unexpired Term Appointment

DATE: January 29, 2015

Sadly, Burlington Housing Authority Commissioner Van Poteat passed away on January 11, 2015. He was appointed by City Council on June 4, 2013 for a term expiring on June 30, 2016.

After reviewing the applications on file for service on the Burlington Housing Authority, Mayor Wall has proposed the appointment of Patrick Mills to fulfill the unexpired term of Mr. Van Poteat. If appointed by Council, Mr. Mills would serve the remainder of this term through June 30, 2016. After which, he will remain eligible to apply for up to three additional consecutive terms.

City of Burlington

Board and Commission Application

The following application is used by the City Council to screen individuals interested in serving on a City advisory board or commission. To ensure that your application will receive full consideration, please answer all questions completely.

For more information and details about each board, visit **www.BurlingtonNC.gov/B&C**.



Name

Email Address

Home Address

Mailing Address

City, Zip

City, Zip

Home Phone

Alternate Phone

Do you live inside the city limits of Burlington? Yes No

Are you applying for reappointment to a board or commission on which you are currently serving?

Yes No

If yes, for which board or commission are you applying for reappointment:

For new appointments, select the board(s) and/or commission(s) for which you would like to be considered (you may select more than one, however you may only be appointed to serve on one board at a time):

Board of Adjustment

Minimum Housing Commission

Alcoholic Beverage Control Board

Airport Authority

Tree & Appearance Commission

Planning & Zoning Commission

Housing Authority

Historic Preservation Commission

Recreation & Parks Commission

Traffic Commission

Public Transit Advisory Commission

Why do you wish to serve the City in this capacity? Describe the experience, skills, and abilities that you would contribute.

Applicant Qualifications

Education

Please list the names of all schools attended from high school through secondary education. Also list the highest degree achieved at each institution.

School Name	Highest Degree Earned
School Name	Highest Degree Earned
School Name	Highest Degree Earned
School Name	Highest Degree Earned

Please explain how your educational background will help you serve in this position. You may also elaborate on how your skills or certifications obtained outside of your formal education will enhance your contribution to the committees on which you wish to serve.

Employment

Employer/ Company Name

Address

City, State, Zip

Job Title and Description of Responsibilities

Civic Involvement

Please list the names of civic and volunteer organizations in which you currently hold membership and your position with that organization.

MEMORANDUM

TO: Harold Owen, City Manager

FROM: Shawna Tillery, Community Development Administrator

DATE: January 26, 2015

SUBJECT: City Council Agenda –February 3, 2015 Request to Set a Date of Public Hearing for Citizens to Comment on the Area Housing and Neighborhood Improvement Needs and Propose Activities for the Fiscal Year 2015-16 Community Development Program


Please request City Council at the February 3, 2015 meeting to set a date of public hearing for February 17, 2015 for citizens to comment on the housing and neighborhood improvement needs in low and moderate-income areas and to propose activities to address these identified needs in the upcoming fiscal year.

The United States Department of Housing and Urban Development (HUD) annually provides the City formula allocations for the federal Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. To receive these funds, federal regulations require the City to encourage citizens to identify area housing and neighborhood improvement needs and to propose activities based on the local needs. Staff will consider the identified needs and proposed activities when developing the 2015-16 One-year Action Plans for the CDBG and HOME Programs.

Should you have any questions concerning this matter, please advise me.

MEMORANDUM

TO: Harold T. Owen, City Manager

FROM: David W. Beal, Assistant Director for Planning Services 

DATE: January 28, 2015

SUBJECT: City Council Agenda – February 3, 2015
Proposed Demolition Ordinances (Consent Agenda)

Please ask the City Council at its meeting on February 3, 2015 to consider the demolition ordinances for the following properties:

1. 417 North Main St. (GPIN 8875248483, Mary M. Stephens)
2. 1740 West Davis St. (GPIN 8865278780, Jesus Pages)

These properties were advertised pursuant to the City Code and first class mail notices as well as registered letters were sent to the owners of record and parties of interest. These properties also received an order for demolition from the City of Burlington Housing Commission at the October 28, 2014 (417 North Main St.) and November 25, 2014 (1740 West Davis St.) meetings.

Pictures of these properties as well as the checklists outlining the City's efforts to have the structures brought to code are attached for review by City Council.

If you have questions regarding this request, please advise.

Officer: Clifton Graves

File: _____

Date: 7-23-13

Case: _____

MINIMUM HOUSING CHECKLIST

Property Address 417 N Main Street

Owner / Tenant: Mary M. Stephens

Phone: 227-6178

<u>Date</u>	<u>Activity</u>
<u>6-13-13</u>	1. Complaint received.
<u>7-23-13</u>	2. Property Owner Search List form completed.
<u>7-23-13</u>	3. Initial Inspection.
<u>na</u>	4. Flag Utilities (alert utility companies that minimum housing inspection is necessary before new tenants can occupy the residential unit).
<u>7-24-13</u>	5. Remove Utilities if building is immediately unsafe. Condemn and proceed to step 10.
_____	6. Send Housing Inspection Report to the owner of record along with a Courtesy Letter requesting communication within 10 days (sent by both registered and regular mail – Affidavit filed if no return receipt).
_____	7. When owner of record makes contact, list of Corrective Action(s) is given.
_____	8. Re-Inspect after 30 days. If progress is made on original Corrective Action item(s), additional time may be allowed. Note: if power was removed, temporary power in the form of a saw service may be allowed at this stage.
_____	9. If work continues, Re-Inspect in 30 days.
<u>6-11-14</u>	10. If work has stopped or if unit has been Condemned, record Lis Pendens at courthouse.
<u>6-19-14</u>	11. Order Title Search on property (giving time for Lis Pendens to be noted on property).
<u>8-7-14</u>	12. Notify owner(s) and parties in interest of Hearing Date and Time (sent by both registered and regular mail – Affidavit if necessary – newspaper advertisement if necessary).
<u>8-25-14 via phone</u>	13. Hearing with Director of Inspections and Minimum Housing Inspector.
<u>8-28-14</u>	14. Issue Order to Repair or Demolish within 60 to 90 days.
_____	15. If repair or demolition remains incomplete after 60 to 90 days, forward case to the Housing Commission (minimum 10 days notice, sent by both registered and regular mail – Affidavit if necessary).
<u>10-28-14</u>	16. Housing Commission may order the demolition or give more time to repair the property through a Supplemental Order.
<u>10-31-14</u>	17. If the deadline of the Order comes and work remains incomplete, order Title Search update and property appraisal.
<u>1-5-15</u>	18. Set up meeting with City Attorney to review case file.
<u>1-28-15</u>	19. Send case report to the City Manager for failure to comply with the Order to Repair or Demolish.
<u>1-28-15</u>	20. Request Demolition Ordinance to be placed on the City Council Agenda.
_____	21. Solicit bids for demolition.

Special Notations:

CITY OF BURLINGTON
HOUSING INSPECTION REPORT

Date: 7/23/13

Inspected by: Clifton Graves – (336) 229-3561

Location: 417 N. Main St.

Map#29

Block#102

Lot#108

Owner: Mary M. Stephens
417 N Main Street
Burlington, NC 27217

Occupant: Mary M. Stephens ☐ vacant ☒ One Family ☐ Apt ☐ Rooming House

Type of Construction ☒ Frame ☐ Brick ☐ Block ☐ One story ☒ Two story ☐ Mobile Home

Work to be done indicated by (X)

1. Light and Ventilation Section 14-47

- ☒ Provide proper window area
- ☒ Repair windows, (X) casing, (X) sills, (X) make weather-tight
- ☒ Replace broken window panes
- ☒ Provide lights in public Halls (X), Stairways (X)
- ☒ (X) Install, () repair, screens on windows and doors
- ☒ Repair doors, make weather-tight
- ☒ All windows required to be operable

2. Exits Section 14-48

- ☐ Provide two main means of egress from each building
- ☐ Provide safe, continuous & unobstructed exit from interior to exterior
- ☒ Make () platforms (X) steps (X) handrails, safe
- ☐ Provide locks to outside doors

3. Plumbing Section 14-49

- ☐ Connect to City water and sewer
- ☒ Repair plumbing (X) inoperable (X) broken () leaking
- ☐ Install hot water heater
- ☐ Plumbing fixtures required () inside toilet () lavatory () tub
- ☐ Protect plumbing from weather

4. Heating Existing Section 14-50

- ☐ Remove unapproved (X) heaters () stoves
- ☒ Provide facilities for providing adequate heating/equipment
- ☐ Repair () replace thimble
- ☐ Repair () replace () install flues
- ☐ Provide hearth at least 6" beyond each side of fireplace opening

5. Electrical Section 14-51 & 52

- ☒ Repair wiring and make safe
- ☒ Remove drop cords/ext. cords in excess 6' in length
- ☐ Install proper sized fusestat
- ☐ Install light
- ☒ Add additional electrical outlets (rooms 100sq ft or less, 2 outlets)
- ☐ Add convenience outlets within 6' of stationary appliance
- ☒ Wired smoke detector

6. **Building**

(a) **Foundation** Section 14-58

- ☐ Provide sound footings with adequate bearing
- ☒ Repair or replace () foundation piers (X) walls (X) loose bricks (X) loose mortar
- ☐ Drain water from () under () around structure
- ☐ Remove wood piers
- ☒ Outside crawl space door required (where applies)

(b) **Floors** Section 14-59

- ☒ Level up floors
- ☒ Repair or replace () rotted/termite damaged () broken (X) sagging () fire damaged joist
- ☒ Strengthen floors
- ☒ Make floors weather-tight
- ☒ Repair loose flooring
- ☒ Have floors made smooth
- ☒ Re-floor using building paper between sub-floor and floor
- ☒ Provide proper supports for joists and sills
- ☒ Replace or repair
- ☒ Install non-absorbent material

(c) **Exterior walls** Section 14-60

- ☐ Strengthen walls
- ☒ Repair/replace () rotted () termite damaged (X) broken (X) cracked () fire damage structural members
- ☒ Repair siding (X) make weather-tight (X) re-caulk
- ☒ Repair, replace (X) loose/dilapidated siding boxing
- ☒ Paint exterior wood
- ☐ Make wall plumb

(d) **Interior walls** Section 14-61

- ☒ Repair all holes in walls & make weather-tight
- ☒ Repair or replace loose wall coverings
- ☒ Replace all highly combustible or improper wall finish
- ☒ Repair/replace (X) rotted (X) termite damaged (X) broken (X) cracked () fire damaged structural members
- ☒ Strengthen walls
- ☒ Paint interior with one coat of standard quality paint
- ☒ Repaper or clean walls

(e) **Ceilings** Section 14-62

- ☒ Repair/replace (X) rotted (X) broken (X) sagging () improperly supported () fire damaged joists
- ☐ Strengthen ceilings
- ☒ Repair all holes in ceiling and make weather-tight
- ☒ Repair or replace loose ceiling coverings
- ☐ Remove all highly combustible or improper ceiling finishings
- ☐ Remove all ceiling joists closer than 2" to a chimney

(f) **Roof** Section 14-63

- ☒ Repair/replace (X) rotted (X) broken () sagging () improperly supported () fire damaged rafters
- ☐ Install adequate ventilation
- ☒ Repair or replace (X) rotted (X) loose () sagging () fire damaged (**sheathing**)
- ☒ Repair or replace roof coverings and make weather-tight
- ☒ Install class C covering or better
- ☐ Install proper flashing at () wall () chimney
- ☐ Remove all rafters closer than 2" to a chimney

(g) **Porches** Section 14-64

- ☐ Repair or replace () front () back () side porch floor
- ☒ Repair or install adequate post and railing
- ☒ Repair or replace porch ceiling (X) front (X) back (X) side

(h) **Stairs and steps** Section 14-65

- ☐ Repair or replace steps () front () back () interior

_____ Repair or replace supports for steps or stairs

7. Property Maintenance Sections 14-42 thru 14-45

_____ Clean up structure and make sanitary

X Repair or demolish (X) dilapidated outbuilding (X) fence

_____ Clean up yard () front () back () side

_____ Remove undergrowth () mow lot

X Have structure exterminated of insects, rodents, or other pests

_____ Provide proper garbage receptacles

X Wash paint (X) wall (X) ceiling

_____ Remove junked motor vehicles

X Paint exterior wood surface

X **CONDEMNED** 60% **GENERAL DILAPIDATION** X **CONDEMNED** Sections 14-94 & 14-120

Sec. 14-103(d) Use of buildings posted with notices etc

- (d) It shall be unlawful for the owner of any building upon whom a notice, complaint or order has been served to sell, transfer, mortgage, lease or otherwise dispose thereof until the provisions of the notice, complaint or order have been complied with, or until such owner shall first furnish to the transferee, lessee or mortgagee prior to such transfer, lease or mortgage a true copy of any notice, complaint or order issued by the inspector and at the same time give written notice to the inspector of the intent of transfer, lease or mortgage and to whom the transfer, lease or mortgage is proposed. A transferee, lessee or mortgagee who had received actual or constructive notice of the existence of a notice, complaint or order shall be bound by such notice, complaint or order as of the date of such transfer, lease or mortgage without service of further notice upon him.

Clifton Graves, Housing Inspector

APPRAISAL REPORT - STEPHENS PROPERTY



Property Location:

417 N Main St
Deed Book 0339, Page 0601 of the Alamance County Registry,
Burlington, NC 27217

Borrower:

N/A

Client:

City of Burlington
P. O. Box 1358
Burlington, NC 27216

Effective Date:

October 31, 2014

Prepared By:

Glenn E. Patterson
Patterson Appraisal Co., LLC

PATTERSON
APPRAISALS 

P. O. Box 597
1910-B Maple Avenue
Burlington, NC 27216

PATTERSON
APPRAISAL CO., LLC
Real Estate Appraisers, Analysts, Consultants

Glenn E. Patterson
North Carolina State Certified General Real Estate Appraiser

P. O. Box 597, 1910-B Maple Avenue
Burlington, NC 27216

336-226-6999

11/11/2014

City of Burlington
c/o Mary Fanelli
P. O. Box 1358
Burlington, NC 27216

Re: Property: 417 N Main St
Burlington, NC 27217
Borrower: N/A
File No.: PAC14174

Opinion of Value: \$ 3,500
Effective Date: October 31, 2014

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of the "as is" market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if we can be of additional service to you.

Sincerely,

Glenn E. Patterson
License or Certification #: A-2812
State: NC Expires: June 30, 2015
Glenn@PattersonAppraisal.Net



417 N. MAIN ST.

07.23.2013 13:15

417 N. MAIN ST.



07.23.2013 13:36

417 N. MAIN ST.



07.23.2013 13:38

417 N. MAIN ST.



417 N. MAIN ST. (GARAGE MODIFIED)

07.25.2013 13:27

417 N. MAIN ST.

**ORDINANCE REQUIRING THE DEMOLITION OF HOUSE LOCATED AT
417 North Main Street IN THE CITY OF BURLINGTON**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, NC:

- Section 1. That the house located at 417 North Main Street and owned by Mary M. Stephens has been found by the Building Inspector to be in such a dilapidated state of disrepair with substandard conditions such as to be dangerous to life, health and other property and constitute a fire or safety hazard to the residents of the City of Burlington.
- Section 2. That the owner of said property has been duly notified after *Complaint and Notice of Hearing* has been duly held by the Building Inspector to demolish and remove the said house above mentioned and the owner has failed to obey such order.
- Section 3. That this Council has found and does hereby find that the Building Inspector has complied fully with the provisions said Chapter 14 of the City of Burlington Code of Ordinances; and, that after careful review of the findings of the Building Inspector, the Council has found and does hereby find and determine that the house in question is in such a dilapidated and substandard state of disrepair as to constitute a fire or safety hazard and is dangerous to life, health and other property; and, that the owner of said houses has failed to have the house demolished and removed; and, that all proceedings of the Building Inspector are hereby incorporated into and made a part of this ordinance by reference.
- Section 4. That it is, therefore, ordered that the Building Inspector proceeds with the complete demolition and removal of said house immediately.
- Section 5. That the City Tax Collector is hereby directed to place on the City's tax records all costs incurred as a result of the demolition and removal of the house named above and such costs are to be collected in accordance with the applicable laws.
- Section 6. That subject to Section 10 hereof, the demolition and removal of said house shall be completed within sixty (60) days from the date hereof.
- Section 7. That in the event there shall be any excess funds arising from the salvage and resulting from the demolition and removal of the house mentioned, after paying all costs connected with such demolition and removal, any such balance remaining shall be deposited in the office of the Clerk of Superior Court of Alamance County, NC, by the Building Inspector to be secured in such manner as may be directed by the said court and disbursed by the court to the person or persons found to be entitled thereto by the final order decree of such court.

- Section 8. That subject to Section 10, hereof, this ordinance shall constitute a final order or condemnation and demolition and removal of such house.
- Section 9. That the contract for demolition will be awarded to the approved bidder subject to the criteria set forth in the City's Request for Proposals Building Demolition form.
- Section 10. Said ordinance shall be effective ten (10) days from this date.

Adopted this _____ day of _____ 2015 by the City Council of the City of Burlington, NC.

Officer: David Sanchez

File: _____

Date: 9/23/13

Case: _____

MINIMUM HOUSING CHECKLIST

Property Address 1740 W Davis Street

Owner / Tenant: Jesus Pages

Phone: _____

Date

Activity

- | | |
|-----------------|--|
| <u>9-23-13</u> | 1. Complaint received. |
| <u>9-23-13</u> | 2. Property Owner Search List form completed. |
| <u>9-23-13</u> | 3. Initial Inspection. |
| <u>9-20-13</u> | 4. Flag Utilities (alert utility companies that minimum housing inspection is necessary before new tenants can occupy the residential unit). |
| <u>9-23-13</u> | 5. Remove Utilities if building is immediately unsafe. Condemn and proceed to step 10. |
| <u>9-24-13</u> | 6. Send Housing Inspection Report to the owner of record along with a Courtesy Letter requesting communication within 10 days (sent by both registered and regular mail – Affidavit filed if no return receipt). |
| <u>9-24-13</u> | 7. When owner of record makes contact, list of Corrective Action(s) is given. |
| _____ | 8. Re-Inspect after 30 days. If progress is made on original Corrective Action item(s), additional time may be allowed. Note: if power was removed, temporary power in the form of a saw service may be allowed at this stage. |
| _____ | 9. If work continues, Re-Inspect in 30 days. |
| <u>10-4-13</u> | 10. If work has stopped or if unit has been Condemned, record Lis Pendens at courthouse. |
| <u>4-1-14</u> | 11. Order Title Search on property (giving time for Lis Pendens to be noted on property). |
| <u>7-7-14</u> | 12. Notify owner(s) and parties in interest of Hearing Date and Time (sent by both registered and regular mail – Affidavit if necessary – newspaper advertisement if necessary). |
| <u>7-31-14</u> | 13. Hearing with Director of Inspections and Minimum Housing Inspector. |
| <u>7-31-14</u> | 14. Issue Order to Repair or Demolish within 60 to 90 days. |
| <u>10-29-14</u> | 15. If repair or demolition remains incomplete after 60 to 90 days, forward case to the Housing Commission (minimum 10 days notice, sent by both registered and regular mail – Affidavit if necessary). |
| <u>11-25-14</u> | 16. Housing Commission may order the demolition or give more time to repair the property through a Supplemental Order. |
| <u>11-25-14</u> | 17. If the deadline of the Order comes and work remains incomplete, order Title Search update and property appraisal. |
| <u>1-28-15</u> | 18. Request Demolition Ordinance to be placed on the City Council Agenda. |
| <u>1-5-15</u> | 19. Set up meeting with City Attorney to review case file. |
| <u>1-28-15</u> | 20. Send case report to the City Manager for failure to comply with the Order to Repair or Demolish. |
| _____ | 21. Solicit bids for demolition. |

Special Notations:

CITY OF BURLINGTON HOUSING INSPECTION REPORT

Date: 9-23-2013

Inspected by: David Sanchez – (336) 516-7281

Location: 1740 W Davis St Parcel ID #123476 Map Block Lot
Gpin # 8865278780

Owner: Jesus Pages
1740 W Davis St Burlington, NC 27215

Occupant: Occupied (X) vacant (X) One Family () Apt () Rooming House

Type of Construction (X) Frame (X) Brick () Block (X) One story () Two story () Mobile Home

Work to be done indicated by (X)

1. **Light and Ventilation** Section 14-47

- ☐ Provide proper window area
- ☒ Repair windows, (X) casing, (X) sills, (X) make weather-tight
- ☐ Replace broken window panes
- ☐ Provide lights in public Halls (), Stairways ()
- ☐ () Install, () repair, screens on windows and doors
- ☐ Repair doors, make weather-tight
- ☐ All windows required to be operable

2. **Exits** Section 14-48

- ☐ Provide two main means of egress from each building
- ☒ Provide safe, continuous & unobstructed exit from interior to exterior
- ☐ Make () platforms () steps () handrails, safe
- ☒ Provide locks () outside doors () interior
- ☐ Doors must open and close unobstructed

3. **Plumbing** Section 14-49

- ☒ Connect to City water and sewer
- ☒ Repair plumbing (X) inoperable () broken () leaking
- ☐ Install hot water heater
- ☐ Plumbing fixtures required () inside toilet () lavatory () tub
- ☐ Protect plumbing from weather

4. **Heating Existing** Section 14-50

- ☐ Remove unapproved () heaters () stoves
- ☒ Provide facilities for providing adequate heating/equipment
- ☐ Repair () replace thimble
- ☐ Repair () replace () install flues
- ☐ Provide hearth at least 6" beyond each side of fireplace opening

5. **Electrical** Section 14-51 & 52

- ☒ Repair wiring and make safe
- ☐ Remove drop cords/ext. cords in excess 6' in length #12
- ☐ Install proper sized fuse panel
- ☐ Install light (upstairs ceiling fixture)
- ☐ Add additional electrical outlets (rooms 100sq ft or less, 2 outlets)
- ☐ Add convenience outlets within 6' of stationary appliance
- ☒ Smoke/CO detector (Every bedroom and hallway)

6. Building

(a) Foundation Section 14-58

- ☐ Provide sound footings with adequate bearing
- ☐ Repair or replace () foundation piers () walls () loose bricks () loose mortar
- ☐ Drain water from () under () around structure
- ☐ Remove wood piers
- ☐ Outside crawl space door required (where applies)

(b) Floors Section 14-59

- ☒ Level up floors
- ☐ Repair or replace () rotted/termite damaged () broken () sagging (x) fire damaged joist
- ☒ Strengthen floors
- ☐ Make floors weather-tight
- ☐ Repair loose flooring
- ☒ Have floors made smooth
- ☐ Re-floor using building paper between sub-floor and floor
- ☐ Provide proper supports for joists and sills
- ☒ Replace or repair
- ☐ Install non-absorbent material

(c) Exterior walls Section 14-60

- ☐ Strengthen walls
- ☐ Repair/replace () rotted () termite damaged () broken () cracked () fire damage structural members
- ☐ Repair siding () make weather-tight () re-caulk
- ☒ Repair, replace () loose/dilapidated siding boxing
- ☒ Paint exterior wood
- ☐ Make wall plumb

(d) Interior walls Section 14-61

- ☒ Repair all holes in walls & make weather-tight
- ☒ Repair or replace loose and smoke damage wall coverings
- ☐ Replace all highly combustible or improper wall finish
- ☒ Repair/replace () rotted () termite damaged () broken () cracked (X) fire damaged structural members
- ☐ Strengthen walls
- ☒ Paint interior with one coat of standard quality paint
- ☐ Repaper or clean walls

(e) Ceilings Section 14-62

- ☒ Repair/replace () rotted () broken () sagging (X) fire damage
- ☐ Strengthen ceilings
- ☐ Repair all holes in ceiling and make weather-tight
- ☒ Repair or replace loose ceiling coverings
- ☐ Remove all highly combustible or improper ceiling finishing's
- ☐ Remove all ceiling joists closer than 2" to a chimney

(f) Roof Section 14-63

- ☒ Repair/replace () rotted () broken () sagging () improperly supported (X) fire damaged rafters
- ☒ Install adequate ventilation
- ☒ Repair or replace () rotted () loose () sagging (X) fire damaged sheathing
- ☐ Repair or replace roof coverings and make weather-tight
- ☐ Install class C covering or better
- ☐ Install proper flashing at () wall () chimney
- ☐ Remove all rafters closer than 2" to a chimney

(g) Porches Section 14-64

- ☐ Repair or replace () front () back () side porch floor
- ☐ Repair or install adequate post and railing
- ☒ Repair or replace porch ceiling (X) front () back () side (X) fire damaged ceilings

(h) Stairs and steps Section 14-65

- ☐ Repair or replace steps () front () back () interior
- ☐ Repair or replace supports for steps or stairs

7. Property Maintenance Sections 14-42 thru 14-45

- ☐ Clean up structure and make sanitary)
- ☐ Repair or demolish () dilapidated outbuilding () fence
- ☐ Clean up yard () front () back () side
- ☐ Remove undergrowth () mow lot
- ☐ Have structure exterminated of insects, rodents, or other pests
- ☐ Provide proper garbage receptacles
- ☐ Wash paint () wall () ceiling
- ☐ Remove junked motor vehicles
- ☐ Paint exterior wood surface

☒ **CONDEMNED** ☐ **60% GENERAL DILAPIDATION** ☐ **CONDEMNED Sections 14-94 & 14-120**
☐ **SUBSTANDARD**

Sec. 14-103(d) Use of buildings posted with notices etc

- (d) It shall be unlawful for the owner of any building upon whom a notice, complaint or order has been served to sell, transfer, mortgage, lease or otherwise dispose thereof until the provisions of the notice, complaint or order have been complied with, or until such owner shall first furnish to the transferee, lessee or mortgagee prior to such transfer, lease or mortgage a true copy of any notice, complaint or order issued by the inspector and at the same time give written notice to the inspector of the intent of transfer, lease or mortgage and to whom the transfer, lease or mortgage is proposed. A transferee, lessee or mortgagee who had received actual or constructive notice of the existence of a notice, complaint or order shall be bound by such notice, complaint or order as of the date of such transfer, lease or mortgage without service of further notice upon him.

David Sanchez, Housing Inspector

APPRAISAL REPORT - PAGES PROPERTY

**Property Location:**

1740 W Davis St
Plat Book 72, Page 436, Lot #2 of the Alamance County Registry.
Burlington, NC 27215

Borrower:

N/A

Client:

City of Burlington
P. O. Box 1358
Burlington, NC 27216

Effective Date:

December 4, 2014

Prepared By:

Glenn E. Patterson
Patterson Appraisal Co., LLC



P. O. Box 597
1910-B Maple Avenue
Burlington, NC 27216

PATTERSON
APPRAISAL CO., LLC
Real Estate Appraisers, Analysts, Consultants

Glenn E. Patterson
North Carolina State Certified General Real Estate Appraiser

P. O. Box 597, 1910-B Maple Avenue
Burlington, NC 27216
336-226-6999

12/15/2014

City of Burlington
c/o Mary Fanelli
P. O. Box 1358
Burlington, NC 27216

Re: Property: 1740 W Davis St
Burlington, NC 27215
Borrower: N/A
File No.:

Opinion of Value: \$ 21,000
Effective Date: December 4, 2014

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of the "as is" market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if we can be of additional service to you.

Sincerely,

Glenn E. Patterson



Glenn E. Patterson
License or Certification #: A-2812
State: NC Expires: June 30, 2015
Glenn@PattersonAppraisal.Net



1740 WEST DAVIS ST.



1740

1740 WEST DAVIS ST.



1740 WEST DAVIS ST.



1740 WEST DAVIS ST.



1740 WEST DAVIS ST.

**ORDINANCE REQUIRING THE DEMOLITION OF HOUSE LOCATED AT
1740 West Davis Street IN THE CITY OF BURLINGTON**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, NC:

- Section 1. That the house located at 1740 West Davis Street and owned by Jesus Pages has been found by the Building Inspector to be in such a dilapidated state of disrepair with substandard conditions such as to be dangerous to life, health and other property and constitute a fire or safety hazard to the residents of the City of Burlington.
- Section 2. That the owner of said property has been duly notified after *Complaint and Notice of Hearing* has been duly held by the Building Inspector to demolish and remove the said house above mentioned and the owner has failed to obey such order.
- Section 3. That this Council has found and does hereby find that the Building Inspector has complied fully with the provisions said Chapter 14 of the City of Burlington Code of Ordinances; and, that after careful review of the findings of the Building Inspector, the Council has found and does hereby find and determine that the house in question is in such a dilapidated and substandard state of disrepair as to constitute a fire or safety hazard and is dangerous to life, health and other property; and, that the owner of said houses has failed to have the house demolished and removed; and, that all proceedings of the Building Inspector are hereby incorporated into and made a part of this ordinance by reference.
- Section 4. That it is, therefore, ordered that the Building Inspector proceeds with the complete demolition and removal of said house immediately.
- Section 5. That the City Tax Collector is hereby directed to place on the City's tax records all costs incurred as a result of the demolition and removal of the house named above and such costs are to be collected in accordance with the applicable laws.
- Section 6. That subject to Section 10 hereof, the demolition and removal of said house shall be completed within sixty (60) days from the date hereof.
- Section 7. That in the event there shall be any excess funds arising from the salvage and resulting from the demolition and removal of the house mentioned, after paying all costs connected with such demolition and removal, any such balance remaining shall be deposited in the office of the Clerk of Superior Court of Alamance County, NC, by the Building Inspector to be secured in such manner as may be directed by the said court and disbursed by the court to the person or persons found to be entitled thereto by the final order decree of such court.

- Section 8. That subject to Section 10, hereof, this ordinance shall constitute a final order or condemnation and demolition and removal of such house.
- Section 9. That the contract for demolition will be awarded to the approved bidder subject to the criteria set forth in the City's Request for Proposals Building Demolition form.
- Section 10. Said ordinance shall be effective ten (10) days from this date.

Adopted this _____ day of _____ 2015 by the City Council of the City of Burlington, NC.



CITY OF BURLINGTON

“Connecting the Triad & the Triangle”

Nolan P. Kirkman, PE
Director of Development & Technical Services

January 28, 2015

MEMORANDUM

TO: Harold T. Owen
City Manager

FROM: Nolan P. Kirkman, PE
Director of Development & Technical Services

SUBJECT: NCDOT Municipal Maintenance Agreements

Please request City Council to approve the attached revised NCDOT Municipal Maintenance Agreements (Schedules A, C and D) at its February 3, 2015 meeting. The agreements have been revised to remove the E-verify compliance provision at the request of the NCDOT per recent legislation. Please place this item on the consent agenda.

cc: Brian Isley, Traffic Operations Engineer



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

November 25, 2014

Mr. Nolan Kirkman
Director of Development & Technical Services
City of Burlington
P.O. Box 1358
Burlington, NC 27215

Subject: **Municipal Operations Agreements
Traffic Control Devices -Traffic Signals - Schedule A
WBS: 7.100112
Alamance County**

Dear Mr. Kirkman:

Enclosed are two (2) duplicate originals of the **Revised** Municipal Operations - Traffic Signals Agreement - Schedule A for the City of Burlington. The agreement was revised due to the removal of the E-verify compliance provision per email detailing the latest legislation.

Please review the agreements and, if satisfactory, have the copies executed by City Council and return to me for execution by the Department of Transportation.

If you have any questions, please contact myself or Donnie Huffines at (336) 487-0000.

Sincerely,

A handwritten signature in black ink that reads "J. M. Mills" with a stylized flourish at the end.

J. M. Mills, P.E.
DIVISION ENGINEER

JMM/drh
Enclosures

cc: Dawn McPherson, w/enc.
file, w/enc.

NORTH CAROLINA
ALAMANCE COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL
DEVICES
SIGNS AGREEMENT
SCHEDULE A**

DATE: 11/07/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 7.100112

CITY OF BURLINGTON

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Burlington, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as signs and supports, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway signs and supports on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains signs and supports on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such signs and supports; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the signs and supports as described below and indicated on the attached Schedule "A".

SIGNS

1. The Municipality will maintain and replace, if necessary, those signs and supports indicated on the attached Schedule "A" that are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of signs and supports within the Municipality except those on the interstate and controlled access highways which the Department will continue to maintain. All signs erected will be of reflectorized sheeting on non-recycled aluminum and mounted on a "U" channel post or material approved by the Department and indicated by the General Requirements for Schedule "A". The Municipality will be reimbursed for the maintenance and replacement of signs and supports that are the responsibility of the Department only. Reimbursement for signs and supports will be in accordance with the Schedule "A" attached hereto and incorporated herein by reference. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates and/or may adjust the reimbursement rate three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of signs and supports pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for signs and supports pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be

submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year.

4. The Municipality shall not install any signs or supports on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed signs and supports shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of signs and supports locations for adherence according to the guidelines provided by the Department.
5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at:
www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.
 - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently

debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF BURLINGTON

BY: _____

BY: _____

DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by _____ of the local governing body of the City Of Burlington

as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Remittance Address:

City of Burlington

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

November 25, 2014

Mr. Nolan Kirkman
Director of Development & Technical Services
City of Burlington
P.O. Box 1358
Burlington, NC 27215

Subject: **Municipal Operations Agreements**
Traffic Control Devices -Traffic Signals - Schedule C
WBS: 36247.7.1
Alamance County

Dear Mr. Kirkman:

Enclosed are two (2) duplicate originals (pages 7,8, and 9) of the **Revised Municipal Operations -Traffic Signals Agreement - Schedule C** for the City of Burlington. The agreement was revised due to the removal of the E-verify compliance provision per email detailing the latest legislation.

Please review the **enclosed pages** of the revised agreement and, if satisfactory, have the copies executed by City Council and return to me for execution by the Department of Transportation.

If you have any questions, please contact myself or Donnie Huffines at (336) 487-0000.

Sincerely,


J. M. Mills, P.E.
DIVISION ENGINEER

JMM/drh
Enclosures

cc: Dawn McPherson, w/enc.
file, w/enc.

- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this work. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the work except those specifically eligible for the federal funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total approved funding at any time.
- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the work performed pursuant to this Agreement. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. By Executive Order 24, issued by Governor Perdue, and NCGS §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
- I. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

- J. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- K. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, in triplicate, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF BURLINGTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

NCGS §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by _____ of the local governing body of the City of Burlington as attested to by the signature of Clerk _____ of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Remittance Address:

City of Burlington

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

November 25, 2014

Mr. Nolan Kirkman
Director of Development & Technical Services
City of Burlington
P.O. Box 1358
Burlington, NC 27215

Subject: **Municipal Operations Agreements**
Traffic Control Devices -Traffic Signals - Schedule D
WBS: 36247.7.1
Alamance County

Dear Mr. Kirkman:

Enclosed are two (2) duplicate originals of the **Revised** Municipal Operations - Traffic Signals Agreement - Schedule D for the City of Burlington. The agreement was revised due to the removal of the E-verify compliance provision per email detailing the latest legislation.

Please review the agreements and, if satisfactory, have the copies executed by City Council and return to me for execution by the Department of Transportation.

If you have any questions, please contact myself or Donnie Huffines at (336) 487-0000.

Sincerely,

A handwritten signature in black ink that reads "J. M. Mills" with a stylized flourish at the end.

J. M. Mills, P.E.
DIVISION ENGINEER

JMM/drh
Enclosures

cc: Dawn McPherson, w/enc.
file, w/enc.

NORTH CAROLINA
ALAMANCE COUNTY

**MUNICIPAL OPERATIONS – COMPUTER,
COMMUNICATIONS, EQUIPMENT, AND SYSTEM
OPERATIONS FOR COMPUTERIZED TRAFFIC SIGNAL
SYSTEM AGREEMENT
SCHEDULE D**

DATE: 11/07/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 36247.7.1

CITY OF BURLINGTON

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Burlington hereinafter referred to as the "Municipality."

W I T N E S S E T H:

WHEREAS, Section 1108 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows Surface Transportation Program (STP) funds to be available for certain specified transportation activities; and,

WHEREAS, the provisions of the North Carolina General Statute (NCGS) §136-18 and §136-66.1 authorize the Municipality to contract with the Department for the installation, repair, operations and maintenance of highway signs and markings, electric traffic signals, and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to enter into an Agreement with the Department to operate the computerized traffic signal system; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred, when the Municipality operates that portion of the computerized traffic signal system that is on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces associated with any work under the terms of this Agreement, shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF THE PROJECT

The Municipality shall operate the computerized traffic signal system as defined in the Appendices and as indicated hereinafter.

TIMING PLANS

- A. The Municipality shall be responsible for the evaluation and preparation of timing plans at all intersections in the traffic signal system. All traffic data needed for the evaluation and development of timing plans will be obtained by the Municipality whenever possible. The Municipality will notify the Department of any additional data that is required to evaluate and prepare the necessary timing plans. The Department shall, upon request, make available to the Municipality all current traffic count data for the existing signals.
- B. The timing plans affecting intersections on the State Highway System, utilized in system operation, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipality's System. In the event the Department and the Municipality cannot agree on the selection of a given timing plan, the decision of the Department will be final.

ONGOING OPERATION OF THE SIGNAL SYSTEM

- C. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.
- D. The Municipality shall operate the signal system in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not operate the signal system in accordance with the specified criteria, the Department shall have the right to enter into a separate operational agreement with a private contractor and deduct these costs from the Department's pro-rata share under this Agreement, or from the funds allocated under NCGS §136-41.1.
- E. The Department shall review and concur with any contract entered into by the Municipality for the operation of any item(s).
- Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
 - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.
- F. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The audit is to be performed by the Department and the Municipality.

3. TIME FRAME

This agreement shall be for the current state fiscal year, beginning 7/1/14 and ending 6/30/15. At the end of the state fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the availability of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, up to a total of five (5) years with

the end of the final fiscal year of service being 6/30/19. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

- A. Upon termination of each year of service, and in connection with each extension of this Agreement, the Municipality may request an adjustment of the annual rates based on actual cost records for the prior years. This request must indicate the new rate for each Schedule D item. Each rate must be verifiable by time sheets, salary rates, materials, equipment, and other qualifying costs in conformance with the standards of allowable of costs set forth in the Office of Management and Budget (OMB) Circular A-87. This shall be actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for the rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed.
- B. The cost records may be audited by the Department to determine any adjustments or revisions in the new rates.

4. FUNDING

The funding for this Project includes Federal and State funds.

5. REIMBURSEMENT

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the computerized traffic signal system as included below:

ELIGIBLE COSTS

- A. The reimbursement rates in this Agreement represent the Department's pro-rata share of the operational cost, which is based on the ratio of the number of State System intersections to the total number of intersections in the computerized traffic signal system. The Municipality shall maintain a current inventory list of all traffic signals within the system, and classify as city- or state-owned. The current inventory list, as included in the Appendices of this Agreement, will be used to determine the Department's pro-rata share.
- B. The Department shall reimburse the Municipality based on the annual operational amount of the computerized traffic signal system as included in the Appendices of this Agreement. This total amount includes the Department's pro-rata share of cost, as included in Provision 5A, for the salary, payroll additives of a System Operations Manager, Systems Operations Engineer, or Traffic Signals System Specialist.

These positions, as a minimum, shall exhibit the qualifications and perform the duties as included in the Appendices. Costs shall be based on the pro-rata share of time dedicated to the operation of the system.

- C. The Department shall reimburse the Municipality for operation of the Central Computer and Associated Hardware, CCTV Camera System, Communications Infrastructure, system detectors and other associated central and system field equipment. The Municipality shall be responsible for providing all needed replacement parts and equipment. Under this Agreement, the Department will reimburse the Municipality for its pro-rata share of the replacement or repair costs necessary for maintaining operability and any equipment included herein.
- D. The Municipality will not receive an annual reimbursement for fiber optic communications cable and CCTV cameras. The Department will reimburse the Municipality its pro-rata share of the actual costs for the emergency restoration of fiber optic communications and CCTV cameras. This cost shall include: fiber optic cable, interconnect centers, splice trays, fusion splicing, transceivers, Ethernet switches, labor, etc.
- E. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.
- F. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.
- G. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- H. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- I. The Department will reimburse the Municipality for its pro-rata share, as specified in the Appendices, for any Signal Systems operational contract in which it concurs. The Department shall have access to the contractor's records and documentation for audit, which pertains to any rates billed to the Municipality for the operation of those items for a period of five (5) years from the date of the final payment made under this agreement.

- J. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Division Engineer will provide the necessary documentation for non-participating items.

PROCESS

- K. The Municipality shall submit a quarterly itemized invoice including the certified status report to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will reflect the balance between the quarterly payments issued by the Department and the total amount not to exceed \$120,000, unless additional reimbursements are approved by the Department. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality.
- L. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.

6. FORCE ACCOUNT

Work performed by the Municipality's own forces is considered force account work. Force account work that is not a part of the operational work included under this Agreement is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the FHWA Division Administrator is required **prior to the use of force account** by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed, nor the maximum amount included in Appendix VI.

EMERGENCY WORK

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety, additional information shall be submitted to document the emergency situation, actions taken during the occurrence and the resolution

with each quarterly invoice. Approval must be obtained from the Department and the FHWA-NC Division office, before reimbursement is made.

7. RECORDS AND REPORTS

- A. The Municipality shall furnish the Department's Division Engineer a certified quarterly status report that details the operation of the signal system. The status report shall be certified in writing by the Systems Operations Engineer and shall indicate intersection failures, local and system detector failures, the percentage of time the computer system was off-line, the repairs that were made and the dates of said repairs/replacements. The quarterly report shall also identify any new/deleted intersections in the traffic signal system and all traffic signal timing optimization performed. The Division Engineer will provide detailed guidance and reporting forms for the Municipality.
- B. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/index.html), dated June 27, 2003, the Federal Single Audit Act Amendments of 1996, and NCGS §159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality fiscal year ends.
- C. The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.
- D. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at

its office at all reasonable times during the Agreement period, and for five (5) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Financial Management Division and FHWA.

8. ADDITIONAL PROVISIONS

- A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons including, but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
- B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the federal funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total funding at any time.

- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
- I. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- J. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- K. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST: CITY OF BURLINGTON

BY: _____ BY: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Burlington as attested to by the signature of Clerk of said governing body on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Remittance Address:

City of Burlington

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

NOTE: The Department requires the Municipality to maintain a Level of Service “C”, or “good”, in order to provide reimbursement. If the operation falls below a Level of Service “C”, or “good”, then the Department may withhold reimbursement under this Agreement. If the Municipality operates at a higher level of service, the Department will not reimburse these costs.

Levels of Service

Level-of-service “A”

1. All of the signalized intersections in the Municipality’s jurisdiction are monitored by the system. All of the signalized intersections are actively controlled for at least some periods of the day (e.g. timing plans are developed and implemented).
2. All timing plans and day plans are evaluated on intervals of no greater than **six months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. Required new plans are developed and implemented within **three months** of identification.
3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at a **minimum of every two years**. This data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 90% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours, and during other times of high traffic volumes (e.g. special events).
8. The Municipality uses traffic responsive timing plans where appropriate and continually monitors and updates the thresholds.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “B”

1. Essentially all (+90%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. Practically all (+95%) of the monitored signalized intersections are actively controlled.
2. All timing plans and day plans are evaluated on intervals of no greater than **12 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified annually. Required new plans are developed and implemented **within three months** of identification.
3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at **a minimum of every two years**. This data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 85% of all system detectors is operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.
8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “C”

1. The vast majority (+80%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. The only traffic signals not monitored are those whose lack of proximity does not lend them to cost-effective communication. The vast majority (+80%) of monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals of no greater than **18 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. On average, required new plans are developed and implemented within **six months** of identification.
3. The Municipality obtains the data that is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented within **30 calendar days** of the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 80% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **60 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.
8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “D”

1. Most (+60%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile) are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals of no greater than 24 months. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. New plans are developed and implemented within **12 months** of identification.
3. The Municipality obtains the data is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented within **60 calendar days** of the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than one time per year**.
6. A minimum of 60% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **90 calendar days**.
7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.
8. The Municipality has not evaluated the use of traffic responsive timing plans.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

Traffic Signal System Operations

Level-of-service “F”

1. Less than half (<50%) of the signalized intersections in the Municipalities' jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile), are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals greater than **30 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. On average, new plans are developed and implemented on intervals **not to exceed 18 months** after identification.
3. The Municipality does not collect data to evaluate system performance and retime signals. All data used is provided by others.
4. Timing plans for newly installed intersections are implemented **more than 90 calendar days** after installation of the traffic signal.
5. The Municipality does not have an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated. The Municipality provides emergency restoration only for system communication and hardware components.
6. A minimum of 50% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **120 calendar days**.
7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.
8. The Municipality has not evaluated the use of traffic responsive timing plans.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
BURLINGTON TRAFFIC SIGNAL LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
Alamance Rd. & Eric Lane		07-0961
Alamance Rd. & Ramada Rd.		07-1230
Alamance Rd. & I-85NB Ramp		07-0220
Alamance Rd. & I-85SB Ramp		07-1231
Chapel Hill Rd. & Corporation Pkwy.		07-1030
Chapel Hill Rd. & Tucker St.		07-0008
Church St. & O'Neal St.		07-0042
Church St. & Morehead St.		07-0029
Church St. & Webb Ave.		07-0027
Church St. & Alamance Rd.		07-0035
Church St. & Beaumont Ave.		07-0036
Church St. & Coachlight Trl.		07-1612
Church St. & Cobb Ave.		07-0033
Church St. & Davis St.		07-0028
Church St. & Delaney Dr.		07-1653
Church St. & Edgewood Ave.		07-0932
Church St. & Fifth St.		07-0011
Church St. & Fonville St.		07-0125
Church St. & Forestdale Dr.		07-1583
Church St. & Front St.		07-0018
Church St. & Glenwood Ave.		07-0007
Church St. & Graham-Hopedale Rd.		07-0032
Church St. & Gurney St.		07-1062
Church St. & Holt St.		07-0021
Church St. & International Dr.		07-1215
Church St. & Ireland St.		07-0127
Church St. & Kitchin St.		07-1380
Church St. & Main St.		07-0201
Church St. & Maple Ave.		07-0030
Church St. & May Dr./Engleman Ave.		07-0158
Church St. & McKinney St.		07-1150
Church St. & Ruffin St.		07-0046
Church St. & Sellars Mill Rd.		07-0040
Church St. & Tarleton Ave.		07-0041
Church St. & Trade St.		07-0034
Church St. & Westbrook Dr.		07-1049

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
BURLINGTON TRAFFIC SIGNAL LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
Church St. & Williamson Ave./St. Marks Church Rd.		07-0115
Church St. & Stone Quarry Rd.		07-1442
Church St. & Huffman Mill Rd.		07-0112
Davis St. & Tucker St.		07-0047
Durham St. & Flora Ave.		07-1634
Edgewood Ave. & O'Neal St./Rockwood Ave.		07-1718
Fisher St. & Davis St.		07-0981
Fisher St. & Front St.		07-0980
Fisher St. & Ireland St.		07-0126
Fisher St. & Maple Ave.		07-0872
Fisher St. & Morehead St.		07-0982
Fisher St. & Rauhut St.		07-0157
Fisher St. & Trade St.		07-0121
Fisher St. & Webb Ave.		07-0873
Front St. & Briarcliff Rd.		07-1294
Front St. & Davis St.		07-0003
Front St. & Tarleton Ave.		07-0206
Front St. & Trollinger St.		07-0006
Garden Rd. & St. Marks Church Rd.		07-1616
Garden Rd. & Wal-Mart Access		07-1422
Graham-Hopedale Rd. & Hanover Rd.		07-0292
Graham-Hopedale Rd. & Vaughan Rd.		07-0037
Harden St. & La Vista Dr.		07-1053
Huffman Mill Rd. & Anne Elizabeth Dr.		07-1679
Huffman Mill Rd. & Forestdale Dr.		07-1026
Huffman Mill Rd. & Garden Rd.		07-0170
Huffman Mill Rd. & I-85NB Ramp		07-0955
Huffman Mill Rd. & I-85SB Ramp		07-0410
Huffman Mill Rd. & Mebane St.		07-0868
Maple Ave. & Anthony Rd.		07-1463
Maple Ave. & Anthony St.		07-0015
Maple Ave. & Burger King Exit		07-1423
Maple Ave. & Hanford Rd.		07-0159
Maple Ave. & Harden St./Chapel Hill Rd.		07-0043
Maple Ave. & I-85NB Ramp		07-1066
Maple Ave. & I-85SB Ramp		07-0162
Maple Ave. & Mebane St.		07-0128
Maple Ave. & Plantation Dr.		07-0857
Maple Ave. & Tucker St.		07-0128

APPENDIX II

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D BURLINGTON TRAFFIC SIGNAL LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
Maple St. & Pine St.		07-2063
Maple St. & W. Elm St.		07-2064
Mebane St. & Alamance Rd.		07-0133
Mebane St. & Chapel Hill Rd.		07-0009
Mebane St. & Davis St.		07-0175
Mebane St. & Graham-Hopedale Rd.		07-0149
Mebane St. & Kitchin St.		07-1257
Mebane St. & Morehead St.		07-0174
Mebane St. & Sellars Mill Rd.		07-0178
Mebane St. & Sixth St.		07-1886
Mebane St. & Trail Two		07-1852
Mebane St. & Webb Ave.		07-0150
Rauhut St. & Apple St.		07-0020
Rauhut St. & Hatch St.		07-1570
Rauhut St. & Sharpe Rd.		07-0350
Sharpe Rd. & Apple St.		07-1386
Tucker St. & Morehead St.		07-0049
Webb Ave. & Anthony St.		07-0016
Webb Ave. & Broad St.		07-0023
Webb Ave. & Davis St.		07-0001
Webb Ave. & Everette St.		07-0014
Webb Ave. & Flanner St.		07-0013
Webb Ave. & Gilmer St.		07-0022
Webb Ave. & Glen Raven Rd.		07-0148
Webb Ave. & Lakeview Ave.		07-0107
Webb Ave. & NC87/100		07-0106
Webb Ave. & Trollinger St.		07-0005
Webb Ave. & Whitsett Ave./Sidney St.		07-0017
Webb Ave. & Williamson St.		07-0012
Webb Ave. & Worth St.		07-0210
Webb Ave, Elmira St. & Park Ave.		07-0415
Harden St. & E. Elm St.		07-0063
Harden St. & Maple St.		07-0065
Harden St. & Marshall St.		07-0062
Harden St. & Pine St. West		07-1064
Harden St. & Riverbend Rd.		07-1771
Harden St. & W. Elm St.		07-0067
Harden St. & I-85NB Ramp		07-1052
Harden St. & I-85SB Ramp		07-1051
Harden St. & Ivey Rd.		07-1939

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
BURLINGTON TRAFFIC SIGNAL LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
Harden St. & Woody Dr.		07-1521
Main St. & Crescent Square Dr.		07-1232
Main St. & Gilbreath St.		07-0897
Main St. & Harden St.		07-0064
Main St. & I-85NB Ramp		07-0155
Main St. I-85SB Ramp		07-1067
Main St. & Ivey Rd.		07-1310
Main St. & Moore St.		07-1806
Main St. & Parker St.		07-0059
Main St. & Pine St.		07-0068
Main St. & Rogers Rd.		07-1038
Main St, Maple St. & Guthrie St.		07-0060
Maple St./Moore St. & Autopark Dr.		07-1487
Moore St. & Hanford Rd.		07-1805
Parker St. & Pomeroy St.		07-0156
Rogers Rd. & Moore St.		07-1804
W. Elm St, Albany St. & Oakley St.		07-0066
Mebane St. & Delaney St.		07-1731
Harden St. & Pine St. East		07-1364
University Dr. & US70		07-1996
University Dr. & Rural Retreat Rd.		07-2070
University Dr. & Boone Station Dr.		07-1995
University Dr. & I-85SB Ramp		07-1994
University Dr. & I-85NB Ramp		07-1993
University Dr. & Huffman Mill Rd.		07-1992
Grand Oaks Blvd. & Kirkpatrick Rd.		07-1991
US70 & Springwood Church Rd.		07-1251
Cook Rd. & Westbrook Ave.		07-1716
Graham Hopedale Rd. & Piedmont Way		07-2073
Church St. & Tribek Dr.		07-2096
University Dr. & Bonnar Bridge Rd.		07-2117
Boone Station Dr. & Garden Rd.		07-2094
Boone Station Dr. & St. Marks Church Rd.		07-2095
Huffman Mill Rd. & Longpine Rd.		07-1541
University Dr. & Shoppes at Waterford		07-2115
Jimmy Kerr Rd. & I-85SB Ramp		07-1650
Jimmy Kerr Rd. & I-85NB Ramp		07-1651
Elm St. & Trollinger Rd.		07-1056
Main St, Washington St. & Providence Rd.		07-0058
Hanover Rd. & Sellars Mill Rd.		07-0891

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
BURLINGTON TRAFFIC SIGNAL LIST

SIGNAL LOCATIONCITY IDSTATE ID

Alamance Rd. & Grand Oaks Blvd.		07-1990
NC54 & Cherry Lane		07-1938
NC54 & Jim Minor Rd.		07-1719
St. Marks Church Rd. & Rural Retreat		07-2203
Fisher St. & Fulton St.		07-2204
Mebane St. & Saintsbury Dr.		07-2128
Beaumont Ave. & Vaughn Rd.	B8451	
Beaumont Ave. & Mebane St.	B8026	
Hillcrest School & Davis St.	B0002	
Edgewood Ave. & Tarleton Ave.	B7272	
Edgewood Ave. & Hermitage Rd.	B7273	
Edgewood Ave. & Medical Center	B7274	
Edgewood Ave. & Engleman Ave.	B0004	
Edgewood Ave. & Gurney St.	B0005	
Edgewood Ave. & Shadowbrook Dr.	B8023	
Saddle Club Rd. & Briarcliff Rd.	B8024	
Trollinger St. & Davis St.	B0001	
Mebane St. & Ireland St.	B0011	
Main St. & Holt St.	B8025	
Main St. & Kitchin St.	B0008	
Boone Station Dr. & Forestdale Dr.	B0012	
Front St. & Worth St.	B8458	
Front St. & Spring St.	B8454	
Davis St. & Worth St.	B6229	
Davis St. & Spring St.	B8455	
Davis St. & Lexington Ave.	B8456	
Davis St. & Broad St.	B8021	
Davis St. & Everette St.	B0003	
Maple Ave. & Worth St.	B6468	
Maple Ave. & Main St.	B6228	
Maple Ave. & Spring St.	B6469	
Maple Ave. & Lexington Ave.	B8457	
Maple Ave. & Broad St.	B8022	
Morehead St. & Worth St.	B6765	
Morehead St. & Main St.	B6766	
Main St. & Fifth St.	B6767	
Boone Station Drive & Waltham Blvd.	B9025	
Boone Station Drive & Tiki Ln.	B9024	
Delaney Dr. & Smith School	B0007	
International Drive Crosswalk	B0006	

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
BURLINGTON TRAFFIC SIGNAL LIST

<u>SIGNAL LOCATION</u>	<u>CITY ID</u>	<u>STATE ID</u>
Graham St. & Queen Ann St.	B8027	
Graham St. & Beaumont Ave.	B8453	
Pine St. & Marshall St.	G0101	
Pine St. & Melville St.	G0102	
Marshall St. & Elm St.	G0100	
Marshall St. & Albright Ave.	G0103	
TOTAL NUMBER OF CITY SIGNALS	40	
TOTAL NUMBER OF STATE SIGNALS		161
TOTAL NUMBER OF ALL SIGNALS		201
PRO-RATA SHARE		80%

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

BURLINGTON CCTV CAMERA LIST

<u>CCTV LOCATION</u>	<u>CCTV ID #</u>
Huffman Mill Rd. & I-85	CCTV1
Huffman Mill Rd. & Church St.	CCTV2
Alamance Rd. & I-85	CCTV3
Maple Ave. & I-85	CCTV4
Main St. Graham & I-85	CCTV5
Harden St. Graham & I-85	CCTV6
Mebane St. & Webb Ave.	CCTV7
Church St. & O'Neal St.	CCTV8
Church St. & Graham-Hopedale Rd.	CCTV9
University Dr. & I-85	CCTV10
Church St. & Williamson Ave. / St. Marks Church Rd.	CCTV11
Burlington Central Business District	CCTV12
University Dr. & Boone Station Dr.	CCTV13
TOTAL NUMBER OF CCTV CAMERAS:	13

APPENDIX IV

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

BURLINGTON DETECTOR LIST

DETECTOR LOCATION	DET. ID #
Alamance Rd. & I-85NB N-I	S103
Alamance Rd. & I-85NB N-O	S104
Alamance Rd. & I-85SB N-I	S105
Alamance Rd. & I-85SB N-O	S106
Alamance Rd. & Mebane St. S-I	S102
Alamance Rd. & Mebane St. S-O	S101
Boone Station Dr. & Garden Rd. W-I	SD10
Boone Station Dr. & Garden Rd. W-O	SD9
Boone Station Dr. & St. Marks Church Rd. E-I	SD1
Boone Station Dr. & St. Marks Church Rd. E-O	SD2
Boone Station Dr. & Tiki Ln. E-I	SD4
Boone Station Dr. & Tiki Ln. E-O	SD3
Boone Station Dr. & Tiki Ln. W-I	SD5
Boone Station Dr. & Tiki Ln. W-O	SD6
Boone Station Dr. & Waltham Blvd. W-I	SD8
Boone Station Dr. & Waltham Blvd. W-O	SD7
Chapel Hill Rd. & Corporation Pkwy. E-C	S98
Chapel Hill Rd. Tucker St. W-C	S37
Church St. & Coachlight Trl. E-I	S84
Church St. & Coachlight Trl. E-O	S83
Church St. & Fifth St. E-I	S41
Church St. & Fifth St. E-O	S42
Church St. & Glenwood Ave. W-I	S29
Church St. & Glenwood Ave. W-O	S30
Church St. & Main St. E-I	S71
Church St. & Main St. E-C	S72
Church St. & Main St. E-O	S73
Church St. & McKinney St. E-I	S77
Church St. & McKinney St. E-O	S78
Church St. & St. Marks Church Rd, Williamson Ave. W-I	S133
Church St. & St. Marks Church Rd, Williamson Ave W-O	S134
Church St. & Stone Quarry Rd. W-I	S710
Church St. & Stone Quarry Rd. W-O	S79
Church St. & Westbrook Dr. E-I	S132

APPENDIX IV

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

BURLINGTON DETECTOR LIST

DETECTOR LOCATION	DET. ID #
Church St. & Westbrook Dr. E-O	S131
Edgewood Ave. & Gurney St. W-O	S37
Edgewood Ave & Gurney St. W-I	S38
Edgewood Ave. & Shadowbrook Dr. E-O	S22
Edgewood Ave. & Shadowbrook Dr. E-I	S21
W. Elm St, Albany St. & Oakley St. E-I	S82
W. Elm St, Albany St. & Oakley St. E-O	S83
Fisher St. & Fulton St. W-I	S43
Fisher St. & Fulton St. W-C	S44
Fisher St. & Fulton St. W-O	S45
Grand Oaks Blvd. & Kirkpatrick Rd. E-I	S12-5
Grand Oaks Blvd. & Kirkpatrick Rd. E-O	S12-6
Grand Oaks Blvd. & Kirkpatrick Rd. W-I	S12-8
Grand Oaks Blvd. & Kirkpatrick Rd. W-O	S12-7
Harden St. & E. Elm St. W-C	S86
Harden St. & Pine St. West E-I	S84
Harden St. & Pine St. West E-O	S85
Harden St. & Riverbend Rd. E-I	S151
Harden St. & Riverbend Rd. E-O	S152
Huffman Mill Rd. & Ann Elizabeth Dr. W-I	S25
Huffman Mill Rd. & Ann Elizabeth Dr. W-O	S26
Huffman Mill Rd. & I-85NB E-I	S23
Huffman Mill Rd. & I-85NB E-O	S24
Huffman Mill Rd. & I-85SB E-I	S125
Huffman Mill Rd. & I-85SB E-O	S126
Main St. & Fifth St. E-C	S51
Main St. & Gilbreath St. S-I	S147
Main St. & Gilbreath St. S-O	S148
Main St. & I-85NB N-I	S143
Main St. & I-85NB N-O	S144
Main St. & I-85SB N-I	S145
Main St. & I-85SB N-O	S146
Main St. & Moore St. N-I	S142
Main St. & Moore St. N-O	S141
Main St. & Parker St. S-C	S81
Maple Ave. & Chapel Hill Rd. W-C	S97
Maple Ave. & Chapel Hill Rd. S-I	S910
Maple Ave. & Chapel Hill Rd. S-O	S911

APPENDIX IV

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

BURLINGTON DETECTOR LIST

DETECTOR LOCATION	DET. ID #
Maple Ave. & Hanford Rd. N-I	S917
Maple Ave. & Hanford Rd. N-O	S918
Maple Ave. & I-85NB N-I	S911
Maple Ave. & I-85NB N-O	S912
Maple Ave. & Plantation Dr. N-I	S98
Maple Ave. & Plantation Dr. N-O	S99
Maple Ave. & Tucker St. N-I	S56
Maple Ave. & Tucker St. N-O	S57
Mebane St. & Kitchin St. W-I	S91
Mebane St. & Kitchin St. W-O	S92
Mebane St. & Morehead St. E-I	S53
Mebane St. & Morehead St. E-O	S54
Morehead St. & Tucker St. E-C	S55
Harden St. & I-85NB N-I	S153
Harden St. & I-85NB N-O	S154
University Dr. & Boone Station Dr. S-I	S12-15
University Dr. & Boone Station Dr. S-C	S12-16
University Dr. & Boone Station Dr. S-O	S12-17
University Dr. & I-85NB N-I	SD12
University Dr. & I-85NB N-O	SD11
Webb Ave. & Davis St. W-C	S13
Webb Ave. & Lakeview Ave. E-C	S11
Webb Ave. & Williamson St. W-O	S62
Webb Ave. & Williamson St. W-I	S61
Webb Ave. & Worth St. S-I	S63
Webb Ave. & Worth St. S-O	S64
TOTAL NUMBER OF DETECTORS:	98

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

POSITION QUALIFICATIONS

TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER

EDUCATION AND EXPERIENCE

- Graduation from a four-year college or university with a major in Civil Engineering or equivalent or a minimum of 6 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Excellent planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

ESSENTIAL DUTIES

- Oversees the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Directly manages employees in a Transportation Management Center. Is responsible for the overall direction, coordination, and evaluation of the unit.

APPENDIX V

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

POSITION QUALIFICATIONS

TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER

ESSENTIAL DUTIES (CONT'D)

- Supervises staff in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Works with supervisor to manage staffing and work assignments. Supervises traffic signal staff by assigning tasks and reviewing work on a routine basis and provides ongoing guidance and feedback.
- Provides oversight for field investigations, collection and analysis of traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Ensures new signal timing plans created by changes in traffic flow patterns, land-use and population are implemented.
- Responds to the complaints and concerns of the community regarding traffic signal design and intersection safety and efficiency.
- Reviews traffic signal designs for impact on general traffic flow and provides recommendations.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

POSITION QUALIFICATIONS

TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER

EDUCATION AND EXPERIENCE

- Graduation from a four-year college or university with a major in Civil Engineering and a minimum of 3 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Outstanding planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

ESSENTIAL DUTIES

- Plans, organizes, and directs the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Performs field investigations, collects and analyzes traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Develops and implements new signal timing plans created by changes in traffic flow patterns, land-use and population.

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

POSITION QUALIFICATIONS

TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER

ESSENTIAL DUTIES (CONT'D)

- Prepares and installs timing plans (traffic responsive and time-of-day/day-of-week) for all corridors; prepares and implements special event timing plans; and prepares temporary timing plans for failed detector locations.
- Maintains system databases and modifies as necessary to allow for expansion; reviews and evaluates all signalized intersections for phasing optimization; provides system data for and assists with various traffic studies and analysis projects regarding the computerized traffic signal system.
- Provides assistance to the transportation operations staff in diagnostic and operational activities.
- Interacts with and uses the features of the signal system control software to develop and modify timing plans using PC-based timing plan software.
- Manages the traffic signal system operational functions including: operation of the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored.
- Coordinates with the Department on roadway construction projects, which affect the traffic operations in the computerized traffic signal system. Develops and implements temporary timing plan strategies for construction work zones, alternate routes, and incident diversion routes.
- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

APPENDIX VI

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
 LEVEL OF SERVICE "C"
CITY OF BURLINGTON COMPUTERIZED TRAFFIC SIGNAL CONTROL SYSTEM
 MUNICIPAL OPERATIONS AGREEMENT ITEMIZATION

ITEM	UNIT	ANNUAL RATE	PERCENT (%) UTILIZATION	QUANTITY	PRO-RATA PERCENT (Appendix II)	PRO-RATED COST
FIXED ANNUAL COSTS REIMBURSEMENT SCHEDULE						
Traffic Operations Engineer (Salary + Additives)	LS	\$86,374.43	100%	1	80%	\$69,099.78
Traffic Systems Manager (Salary + Additives)	LS	\$104,203.79	50%	1	80%	\$41,681.52
PER ITEM REIMBURSEMENT SCHEDULE						
CCTV Cabinet Maintenance	Each	\$200.00	100%	6	80%	\$960.00
PER INCIDENT REIMBURSEMENT SCHEDULE						
Per Incident Reimbursements shall consist of all costs associated with repairs and/or replacement of any equipment, software and supplies used to maintain operation of Burlington Computerized Traffic Signal System at a pro rata share of 80%. This includes equipment or software such as, but not limited to: Central Computer Hardware & Software (KVM switch, servers, workstations, laptops, printers, UPSs, traffic management and communication software, etc.); Maintenance Equipment (test equipment, display boards and monitors, laptop, etc.); Communications cable and equipment (core switch, routing switches, media converters, GPS clock sync equipment, fiber modems, phone lines, dialup modems, serial multiport equipment, fiber interconnect centers, fiber patch panels, hub cabinets, Ethernet cables, fiber materials and equipment, network management software, etc.); CCTV Equipment (camera assemblies and cabinets, encoders, decoders, master distribution amplifier, matrix bays, multiplexor, CCTV intelligent keyboards, DVR, switches, monitors, etc.); Office supplies (fax machine, printer repair and supplies, paper, pens, pencils and miscellaneous supplies).						TBD As Needed
TOTAL ANNUAL COSTS						\$111,741.30

Note: Items included on this Schedule may be added or deleted to those above by written request, signed by a Municipal Representative. The letter should be sent in quadruplicate to the Division Engineer accompanied by four copies of the revised Schedule. If the Division Engineer approves the new schedule, he will sign all copies as APPROVED; then forwards one copy of the letter and Schedule to the DOT Controller, the LPMO Contract Officer, the Municipality, and retains one for Division file. The new Schedule will then become effective at the beginning of the next cycle for reimbursement. The Department of Transportation reserves the right to verify that all listed operations functions are being properly performed. If it is determined that any authorized operations function is not being performed, the reimbursement will be reduced accordingly.

ATTEST

CITY OF BURLINGTON

 CLERK

 MUNICIPAL REPRESENTATIVE

 DEPARTMENT OF TRANSPORTATION
 DIVISION ENGINEER



CITY OF BURLINGTON

"Connecting the Triad & the Triangle"

Nolan P. Kirkman, PE
Director of Development & Technical Services

January 27, 2015

MEMORANDUM

TO: Harold T. Owen
City Manager

FROM: Nolan P. Kirkman, PE
Director of Development & Technical Services

SUBJECT: City Council Consent Agenda – February 3, 2015
Race Street Water Tower
Notice of Intent to Amend Communication Attachment Agreement

Clear Wireless, LLC has requested to extend an existing water tower lease at the above named facility. The authorization for lease of real property requires the approval of a Notice of Intent and then the actual adoption of a resolution at a subsequent Council meeting after a 10 day advertisement.

The City Council is requested to approve the Notice of Intent to adopt a resolution authorizing the extension of the lease of city-owned surplus real property to Clear Wireless, LLC at the Tuesday, February 3, 2015 meeting. Please advise if any additional information is desired.

cc: David Huffman, City Attorney
Gary Hicks- Public Works

**NOTICE OF INTENT BY THE CITY OF BURLINGTON TO ADOPT A RESOLUTION
TO AMEND THE WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT
WITH CLEAR WIRELESS, LLC**

Pursuant to North Carolina General Statutes 160A-272, the City of Burlington, NC, intends to adopt a resolution authorizing the extension of the lease of City-owned surplus real property located at 1108 Race Street, known as Race Street Water Tank to Clear Wireless, LLC for the purpose of providing cellular and wireless internet service and said property proposed to be leased being more particularly described as follows:

Lease Area

Beginning at an existing iron pipe on the northern right of way of Race Street, said point being the southwest corner of Burlington Industries, Deed Book 327, Page 145, Alamance County Registry, thence along said right of way South 67°08'41" West, 173.21 feet to an existing iron pipe, thence North 82°06'19" West, 16.88 feet to a point on the eastern right of way of Loy Street; thence along said right of way North 36°51'19" West, 10.00 feet, thence North 05°23'41" East, 204.30 feet to a point on the southern right of way of Southern Railroad, thence along said right of way South 66°01'19" East, 137.00 feet to an existing iron pipe, thence a line with said Burlington Industries South 22°41'19" East, 98.38 feet to the point and place of beginning, being all of City of Burlington, Deed Book 339, Page 207, Alamance County Registry, and containing 0.56 acres, more or less.

Clear Wireless, LLC has requested that the original Agreement be extended and certain conditions modified.

In accordance with North Carolina General Statute 160A-272, the City of Burlington, upon confirmation by the City Council of the City of Burlington at its meeting on Tuesday February 17, 2015, intends to adopt a resolution authorizing the lease extension of the above-described surplus real property to Clear Wireless, LLC. Effective on January 18, 2016, the Agreement shall be automatically extended for one (1) four (4) year term and then one (1) additional five (5) year term.

Clear Wireless, LLC proposes to use the Leased Property for the purpose of maintaining and operating a communication facility and any and all uses incidental thereto.

Compensation to the City of Burlington shall be a rental fee of \$19,044.00 per year for the four year term.

Further information regarding the property and the proposed lease of said property may be obtained at the City of Burlington Public Works Department, 234 East Summit Avenue, Burlington, North Carolina 27215.

The City of Burlington will provide reasonable accommodations, auxiliary aids and services for any qualified disabled person interested in attending this meeting. To request the above, you may call Mrs. Rachel Kelly at (336) 222-5076 (Voice) or (336) 229-3107 (TDD) no later than seven days prior to the date of the meeting.

Renee M. Ward
City Clerk
City of Burlington

Publication Date: